

## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Rockville Centre Public Library and Rockville Centre Public Library Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau County Municipal Employees Local 882 (2005)**

Employer Name: **Rockville Centre Public Library**

Union: **Rockville Centre Public Library Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Nassau County Municipal Employees 882**

Effective Date: **07/01/05**

Expiration Date: **06/30/10**

PERB ID Number: **7217**

Unit Size: **16**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

# AGREEMENT

by and between the

ROCKVILLE CENTRE  
PUBLIC LIBRARY

and

CSEA, Local 1000 AFSCME,  
AFL-CIO

**RECEIVED**

JUL 05 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



Rockville Centre Public Library Unit  
Nassau County Municipal Employees Local 882

**July 1, 2005 - June 30, 2010**



## INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
ANNUAL LEAVE .....	XVII	9
ATTENDANCE AT MEETINGS .....	XI	7
BEREAVEMENT LEAVE .....	XX	11
CIVIL SERVICE LAW, SECTION 204-a .....	XXVI	14
DEATH BENEFIT .....	XXVIII	15
DUES DEDUCTION .....	II	2
EMERGENCY CLOSING .....	VII	5
GRIEVANCE PROCEDURE .....	XXVII	15
HEALTH INSURANCE .....	XXIII	12
HOLIDAYS .....	IX	6
JURY DUTY .....	XII	7
LABOR MANAGEMENT COUNCIL .....	XXIX	15
LEAVE OF ABSENCE .....	XIII	8
LEAVING THE BUILDING DURING WORK TIME .....	XIV	8
MAKING UP TIME .....	V	5
MILEAGE REIMBURSEMENT .....	XXIV	14
MORNING AND AFTERNOON COFFEE BREAKS .....	VI	5
NEW YORK STATE DISABILITY .....	XXV	14
NO STRIKE PLEDGE .....	XXII	12
PAID SICK LEAVE .....	XVIII	10
PAYMENT FOR UNUSED SICK LEAVE .....	XIX	11

	<u>ARTICLE</u>	<u>PAGE</u>
PERSONNEL FILE .....	XXI	11
RECOGNITION .....	I	1
RELIGIOUS HOLIDAYS .....	X	7
TERM OF AGREEMENT .....	XXX	16
TERMINAL LEAVE .....	XV	8
TERMINATION OF EMPLOYMENT .....	XVI	9
TIME SHEETS .....	VIII	6
WAGES .....	III	2
WORKWEEK .....	IV	4

AGREEMENT made and entered into this \_\_\_\_ day of April, 2006 by and between the ROCKVILLE CENTRE PUBLIC LIBRARY (hereinafter referred to as the "Employer") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employer, pursuant to a Public Employment Relations Board certification dated October 29, 1976 has recognized the Union as the collective bargaining representative of certain of its Employees as set forth in the above-mentioned certification for purposes of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said certification the parties met and negotiated collectively in good faith over the wages, hours and other terms and conditions of employment and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its regular full-time Librarians and nonlibrarians, excluding those Employees identified as managerial and/or confidential, the Director, Assistant Director, Principal Library Clerk, Account Clerk, Sr. Account Clerk, Information Technology Aide, Head of Children's Services, Secretary to the Director, Account Clerk/Bookkeeper, Pages, part-time, temporary and hourly Employees and college students.
2. The Union shall have the right to exclusive recognition during the term of this Agreement.
3. The term "Employee" or "years of employment" as used in this Agreement refer to an Employee

covered by this Agreement and/or years of employment while a member of the bargaining unit covered by the collective bargaining agreement and said terms do not include time served while not a member of the bargaining unit.

## ARTICLE II. DUES DEDUCTION

1. The Employer agrees to deduct from the wages of the Employees covered by this Agreement the regular dues for membership required by the Union provided that each such Employee voluntarily authorizes the Board in writing to make such deduction. By submitting the authorization form, the member waives all rights and claim for the money deducted and relieves the Employer of all liability therefore. The Employer agrees to deduct an agency fee from the salary of nonmembers and persons who do not sign dues authorization cards. The Union shall certify the amount of the agency fee and that it is in compliance with the Civil Service Law § 208. Dues deductions and agency fees shall be forwarded to the Union within fifteen (15) days of such deductions.

2. In the event that earnings for any period are insufficient to cover dues, or agency fees, payment for such dues or agency fees shall be made by the Employee directly to the Union.

3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

## ARTICLE III. WAGES

1. a. Effective July 1, 2005, Employees who were on staff for the preceding four (4) months or more shall receive a seven percent increase.

b. Effective July 1, 2006, Employees who were on staff for the preceding four (4)

months or more shall receive a three percent salary increase.

c. Effective July 1, 2007, Employees who were on staff for the preceding four (4) months or more shall receive a three percent salary increase.

d. Effective July 1, 2008, Employees who were on staff for the preceding four (4) months or more shall receive a three percent salary increase.

e. Effective July 1, 2009, Employees who were on staff for the preceding four (4) months or more shall receive a three percent salary increase.

f. Starting Salaries

The salary of new hires shall be no higher than persons on staff with comparable library experience unless they have technical expertise.

2. A longevity bonus will be paid in addition to the above as follows: (This is a one time bonus paid on the anniversary date of employment.)

Effective 7/1/05,

\$200 for the completion of 5 years of service

\$300 " " " " 10 " " "

\$400 " " " " 15 " " "

\$500 " " " " 20 " " "

\$600 " " " " 25 " " "

3. Increases

All salary increases are based upon satisfactory performance in grade. Unsatisfactory performance may result in withholding a salary increase; however, the Director shall confer with an Employee whose service is less than satisfactory, at least ninety (90) days before the normal salary increase date, in order, to



fully acquaint the Employee with those areas of his/her work which require improvement.

#### ARTICLE IV. WORKWEEK

1. a. Full-time Employees shall work a 35 hour week, one day of which includes evening hours, and every third Saturday as schedule needs require. All full-time employees hired after October 20, 2005 shall work a 37.5 hour week, one day of which includes evening hours and every third Saturday as schedule needs require. All full-time Employees will be required to work nights and Saturdays as schedule needs require.

b. Sunday work for unit Employees shall be scheduled as follows:

- 1) Employees who volunteer to work on Sunday will receive one full day compensatory time.
- 2) Notwithstanding paragraph "1" above, the Employer may require all Employees to work not more than two Sundays per calendar year in emergency situations. The Employee shall be paid at the regular Sunday rate or, at the Employee's option shall receive one full day compensatory time. Effective July 1, 2005, Sunday rates shall be increased \$5.00 per hour. Effective July 1, 2007, Sunday rates shall be increased an additional \$5.00 per hour.

2. The Saturday before Labor Day will be scheduled as a day off for all staff in order to effectuate a three (3) day weekend. This would be in lieu of another day off in the week.

3. Summer hours shall be the same as the regular work year.

4. The Employer shall have the option of remaining open on Saturdays and/or Sundays. In the event an Employee works a sixth (6th) day not including Sunday in excess of the employee's 35 hour or 37.5 hour work week, said Employee shall be paid at the rate of one and one-half (1-1/2) times the normal rate of pay. The Employer shall have the option to hire hourly people for such "extra" days or to use

existing staff and

schedule alternative days off during the Monday through Saturday workweek. The Employer may hire persons on staff or persons from outside the staff, but the rate of pay for Sunday work shall be the same for regular and outside staff persons.

#### ARTICLE V. MAKING UP TIME

1. Lateness must be made up the day it occurs or within the same week as it occurs. The scheduling of make-up time must be approved by the Director and/or Supervisor according to Library needs.

2. Equivalent time for sick leave for less than one-half (1/2) day or absence of less than one-half (1/2) day in order to keep appointments with doctors, dentists, oculists, chiropractors, or medical treatment must be made up as indicated in the paragraph above.

3. If time is not made up as specified, the applicable amount of time, rounded to the nearest quarter hour (up or down) shall be deducted from the Employee's pay.

#### ARTICLE VI. MORNING and AFTERNOON COFFEE BREAKS

All regular full-time Employees are entitled to two (2) fifteen (15)-minute coffee breaks in each full-time day regardless of when that day starts or ends. This break is to be taken in the building and is not to be used for errands or personal business outside the building without special permission of the Director and/or Supervisor and may not be used to extend a meal period.

#### ARTICLE VII. EMERGENCY CLOSING

1. In the event of a major snow storm, wind storm or other emergency, the Library will be closed at the discretion of the Director, or in the event the Director is unavailable, his or her designee.

2. An attempt will be made to have emergency closings announced over WGBB 1240, WHLI 1100, WCBS 880 on the radio dial. The Employer will establish a "telephone chain" for Employees to call each other in the event of an emergency closing.

3. Should the Library close, compensatory time will not be given to any Employee who is scheduled to be off that day.

#### ARTICLE VIII. TIME SHEETS

1. Each Employee has a time sheet. The time to be recorded is his/her scheduled workday. If late, actual time of arrival is to be recorded; if one leaves early for any reason, that should be recorded. All loss of time must be made up according to the rules listed under "MAKING UP TIME" or pay will be deducted.

2. Employees paid on an hourly basis will be paid only for hours worked and must have the permission of the Director and/or Supervisor to work equivalent time for hours lost. Time for hourly basis Employees will be paid in units of 1/4, 1/2, 3/4, or full hours.

#### ARTICLE IX. HOLIDAYS

1. a. Library ordinarily celebrates the following holidays by being closed:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Should the Library stay open during any of these days, personnel working will be given another day off in return for working the holiday. A "time off" day for a holiday must be taken within four (4) weeks of the holiday.

2. Holidays which fall on a person's day off do not count as the day off but as holidays. An

additional day is given.

#### ARTICLE X. RELIGIOUS HOLIDAYS

Members of religious beliefs who have special observances on days not recognized as Library holidays, may use leave time for these days. Employees should request such leave time at least four (4) weeks in advance.

#### ARTICLE XI. ATTENDANCE AT MEETINGS

Professional staff members are urged to become members of library professional organizations. Time with pay, including travel time, is allowed for staff members to attend library conferences and such other professional meetings considered to be in the interest of promoting better library service in Rockville Centre upon the approval of the Library Board. Upon motion of the Library Board, the Library may contribute towards the expenses of the officially designated representatives from the Library. As far as possible, the privilege of attendance at such meetings is rotated among the members of the staff. All Employees are eligible to attend meetings relating to their library expertise.

#### ARTICLE XII. JURY DUTY

Leave with pay shall be granted for jury duty. Payment for jury duty is to be given to the Library since Employee has been granted leave with pay. However, three (\$3.00) dollars a day may be deducted to pay for meals except when the juror's meal is reimbursed.

#### ARTICLE XIII. LEAVE OF ABSENCE

1. If not detrimental to the service of the Library, an Employee may be granted - at the discretion of the Library Director - a leave of absence without pay up to thirty (30) days.

2. Leave in excess of thirty (30) days must have the approval of the Board of Trustees.
3. When leave is granted without pay, pay is deducted for the total consecutive number of working days absent from the Library. Sick leave and annual leave time are not earned during a leave of absence. Leave of absence without pay is not granted until personnel have used all their leave.

#### ARTICLE XIV. LEAVING THE BUILDING DURING WORK TIME

1. Employees are not to leave the building during their working day (naturally lunch hour is excepted), unless they are on official library business and have permission of the Director or Supervisor.
2. Employees may be granted permission by their immediate supervisor to leave the building on personal errands.

#### ARTICLE XV. TERMINAL LEAVE

1. A full-time Employee who is leaving after five (5) or more years of service is entitled to leave with pay of one (1) day for each two (2) days of unused sick leave up to a maximum of sixty (60) days' pay.
2. The amount of leave payment is to be based on the salary earned at the time of accrual, except that all leave time entitlements already accrued by persons on staff as of July 1, 1994 shall be grandfathered in at the 1994-1995 rate of pay.
3. If accrued time is used, the last leave accrued time shall be used first.

#### ARTICLE XVI. TERMINATION OF EMPLOYMENT

Personnel are expected to give four (4) weeks' notice in writing when terminating their employment. The last date of employment must be stated in writing.

## ARTICLE XVII. ANNUAL LEAVE

### 1. Number of Days

a. Leave may be taken for not less than ½ day at a time. Leave may be cumulative, but not to exceed thirty-one (31) days as of June 30 of each year. The maximum number of annual days an Employee may be paid for upon separation of service is 31 days.

b. Employees will earn one (1) day for each two (2) full pay periods worked until they reach the first July 1<sup>st</sup> after the completion of one full year of service. Effective with the first July 1<sup>st</sup> after the completion of one full year of service, Employees shall earn 15 days each July 1<sup>st</sup>. Effective with the fifth July 1<sup>st</sup> after the completion of one full year of service, employees shall earn 20 days each July 1<sup>st</sup>.

c. Employees hired prior to July 1, 1994 will earn twenty-six (26) days, each July 1<sup>st</sup>.

2. Upon an Employee's separation of service, that year's annual leave shall be prorated. If an employee is determined to have exceeded that year's allotment, the Library will deduct any monies owed to the Library from the Employee's final paycheck. If the Employee's final paycheck is insufficient to meet the Employee's actual or potential repayment obligations, the employee shall be deemed to have consented to recoupment based on terms and conditions to be set by the Library at the time of recoupment.

3. If a holiday falls within the leave period of an Employee, that holiday does not count as leave.

4. Leave may be granted during Christmas/New Years and Thanksgiving at the discretion of the Director.

### 5. Unearned Leave Day

If an Employee already on leave requires one more day and has not earned it, they can be credited with one day which will be earned at the end of that pay period. This is only to be granted in cases of emergency and for no other reason. One must have been a member of the staff for a full year to qualify

for this privilege.

6. Employees will take at least two (2) one-week blocks of vacation time in consecutive days. These one-week vacation blocks need not be consecutive. Vacation time should be requested a minimum of four (4) weeks in advance whenever a week or more of vacation time is to be taken.

#### ARTICLE XVIII. PAID SICK LEAVE

1. An Employee paid on an annual basis is entitled to thirteen (13) days paid sick leave during the fiscal year. During the first year of employment sick leave accumulates at the rate of one day per two (2) payroll periods on completion of four (4) consecutive payrolls. Personnel employed a year or more earn sick leave at the rate of one day for each two (2) consecutive payrolls credited at the end of the second payroll. In the event that personnel are ill and have no earned sick leave, the absence must be deducted from earned leave before "leave without pay" can be granted. An Employee's sick leave is cumulative until the Employee has acquired up to one hundred sixty-five (165) days sick leave. Sick leave granted in excess of five (5) consecutive days must have a doctor's certification. In any event, such leave is available only on the occasion of personal sickness.

2. Sick leave is not earned during leave of absence.

3. If an Employee becomes ill on a scheduled free day, paid holiday, or within a vacation period, he/she cannot change the time to sick leave and take additional free time.

#### ARTICLE XIX. PAYMENT FOR UNUSED SICK LEAVE

Employees who at the end of the fiscal year have a minimum of six (6) days accumulated that fiscal year of unused sick leaves shall have the option of accruing such unused sick leave for possible use in another fiscal year or of being paid thirty (\$30.00) dollars for each unused sick leave day accumulated that year to a maximum of six (6) days. If the Employee exercises the option to get paid, the days paid for shall

not be available for accumulation. The Employee shall notify the Director of his/her election by January 1st. The Employee shall receive the payment in the first paycheck received after the first week in July.

#### ARTICLE XX. BEREAVEMENT LEAVE

An employee may have up to three (3) days bereavement leave in the event of the death of a parent, spouse, child, significant other, brother, sister, mother-in-law, father-in-law, or grandparent. One day of bereavement leave shall be granted in the event of the death of an Employee's aunt, uncle or first cousin. These days shall be taken for religious or other similar observances or obligations directly relating to the death.

#### ARTICLE XXI. PERSONNEL FILE

1. An Employee shall have the right to review his personnel file upon written advance notice to the Director. A mutually convenient time will be set for such review.
2. Each Employee shall have his or her performance reviewed by his or her supervisor and/or the Director at least once a year.
3. The Employer shall show an Employee written negative statements sent to the Employer about that Employee. The Employee will initial that he or she has seen the statement.
4. If the Employer has written evaluations of the Employee, it will be shown to the Employee who will sign that it has been shown to him or her.
5. The Employee shall have the right to comment in writing concerning the negative statement or the year-end evaluation within five (5) days after being shown the statement or evaluation.
6. If an Employee refuses to sign a document or evaluation as required by this Article, the Employer may put the document or evaluation in the Employee's file with a notation that it was shown to the Employee who refused to sign that it was so shown.



## ARTICLE XXII. NO STRIKE PLEDGE

The union affirms it will abide by § 210 of the Civil Service Law. The Employer and the Union also recognize that differences and disputes as between the Employer and Employees of the Library who are members of the Union should be resolved by peaceful means without interruption of the normal duties necessary to the operation of the Library. The Union therefore agrees that there will be no strikes, slowdowns or other concerted stoppages or refusal to perform work by Employees covered by this contract nor will there be any attempt by those Employees or the Union to instigate such conduct. The Employer agrees to bargain in good faith with the Union concerning the terms and conditions of employment of those Employees covered by this contract.

## ARTICLE XXIII. HEALTH INSURANCE

### 1. Current Employees

a. The Health Insurance currently is the Statewide Plan. Coverage is provided if no similar coverage is provided by any other Employer or carrier.

The Library may select an alternate carrier that provides equal or better benefits. In the event the parties cannot agree on whether the benefits are equal or better, that issue only will be referred to a tripartite panel. The Union shall appoint one member of the panel and the Library shall appoint one member and the third shall be a neutral mutually selected, costs to be shared and the decision of benefit level binding.

b. An Employee may purchase health insurance at his/her own cost. After three (3) months of consecutive employment the participating Employee will contribute ten (10%) percent toward individual coverage and twenty-five (25%) percent toward family coverage and the Employer shall contribute the balance of the premium.

2. Retirees - Health insurance for Employees on the payroll who subsequently retire during the term of this agreement will continue to contribute the same percentage toward the health insurance received by current Employees as was contributed in the final year of employment with the Library prior to retirement, if the Employee meets the requirements for continuation in the program. The Employee must actually be retired and receiving retirement benefits to be eligible for continued health insurance coverage.

a. Employees on payroll as of June 29, 1988 shall receive the individual health insurance coverage provided they have a minimum of ten (10) years of service with the Employer, and shall receive the family coverage provided they have a minimum of fifteen (15) years of service with the Employer.

b. Employees hired between July 1, 1988 and July 1, 1991 shall receive the retiree health insurance coverage only if they have a minimum of twenty (20) years of service with the Employer.

c. In the event the Library uses an alternate carrier, new Employees hired after July 1, 1991 shall receive the same minimum coverage on retirement they would have received if the statewide plan was used. In the event the Library uses the statewide plan, the aforesaid retirees shall receive the minimum coverage on retirement required by law.

3. Declination- Employees who are entitled to receive family health insurance shall have the option of declining such health insurance coverage for a full year. If such declination is made the Employee shall receive a bonus equal to one half the amount the Library saves on the anniversary date of the declination. If the Employee elects to withdraw he/she may opt to reinstate coverage at any time permitted by the insurance carrier but he/she shall not be eligible for the bonus unless the declination was in effect for a year. This is applicable to family health coverage - individual coverage is retained.

#### ARTICLE XXIV. MILEAGE REIMBURSEMENT

Employees who use their personal car on library business and who are eligible for mileage

reimbursement shall be paid at the rate allowable by I.R.S. Mileage shall be computed from the library and to the library.

#### ARTICLE XXV. NEW YORK STATE DISABILITY

The Employer shall enroll in the New York State Disability Insurance Program.

The Employer shall contribute up to \$53.00 per Employee per annum for New York State Disability Insurance. The Employee shall contribute up to \$33.00 per year for New York State Disability Insurance. Benefits received under the New York State Disability Insurance Program will be used to offset any similar benefits to which the Employee would otherwise be eligible under this collective bargaining agreement.

#### ARTICLE XXVI. CIVIL SERVICE LAW. SECTION 204-a

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XXVII. GRIEVANCE PROCEDURE

Employees who believe their rights under this Agreement have been violated may file a grievance with their supervisor within ten (10) days after the grievance occurred or after the Employee should have known the grievance occurred. The supervisor shall advise the Employee within ten (10) days of his/her decision.

In the event the Employee is not satisfied with the decision the Employee may appeal the grievance in writing to the Director within ten (10) days. The Director may schedule a hearing at which time the

Employee shall have the right to have a representative of his/her choice present. The Director shall issue a decision in writing within ten (10) days of the hearing.

In the event the Employee is not satisfied with the decision of the Director, the Employee may appeal the grievance to the Library Board. The Library Board shall schedule a hearing within thirty (30) days at which time the Employee shall have the right to have a representative of his/her choice present. The Union shall be notified of grievance hearings to be held before the Board and shall have the right to be present at such hearing. The Library Board shall issue a decision in writing within fifteen (15) days of the hearing. Such decision shall be final and binding.

#### ARTICLE XXVIII. DEATH BENEFIT

In the event of the death of a regular salaried Employee, there shall be paid to his/her estate a sum equivalent to unused leave, unpaid salary to date of death, an additional four (4) weeks' salary, and payment of one day for each two (2) days unused sick leave with a maximum of sixty (60) days.

#### ARTICLE XXIX. LABOR MANAGEMENT COUNCIL


Either the President of the Union or the Library Director may request that they meet up to four (4) times a year to discuss nonnegotiable items.

#### ARTICLE XXX. TERM OF AGREEMENT

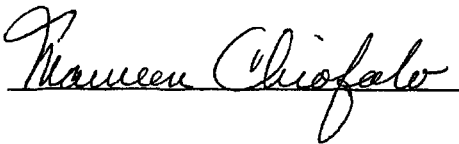
This Agreement shall go into effect as of the 1st day of July, 2005 and shall continue in effect up to and including the 30th day of June, 2010.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

ROCKVILLE CENTRE PUBLIC  
LIBRARY BOARD

  
President

LIBRARY DIRECTOR



CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL  
1000, AFSCME, AFL-CIO

  
Labor Relations Specialist

NEGOTIATING COMMITTEE

